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10 Attorneys for Defendants  
11 PRESTIGE CONSUMER HEALTHCARE INC.  
11 (fka "Prestige Brands Holdings, Inc.") and  
12 MEDTECH PRODUCTS INC.

13

14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**

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17 L.A. INTERNATIONAL CORP.,  
18 MANHATTAN WHOLESALERS INC.,  
19 EXCEL WHOLESALE DISTRIBUTORS  
20 INC., VALUE DISTRIBUTOR, INC.,  
21 BORDER CASH & CARRY, INC., AKR  
22 CORPORATION, U.S. WHOLESALE  
OUTLET & DISTRIBUTION, INC.;  
SANOOR, INC. (d/b/a L.A. TOP  
DISTRIBUTOR); PITTSBURG  
WHOLESALE GROCERS, INC.; and  
PACIFIC GROSERVICE, INC.

23 Plaintiffs,

24 v.

25 PRESTIGE BRANDS HOLDINGS, INC.  
26 and MEDTECH PRODUCTS INC.,

27 Defendants.

Case No.: 2:18-cv-06809-MWF-MRWx

AMENDED STIPULATED  
PROTECTIVE ORDER

Complaint Filed: August 8, 2018  
FAC Filed: August 20, 2018

1. **INTRODUCTION**

2.1 **PURPOSES AND LIMITATIONS**

3. Discovery in this action is likely to involve production of confidential,  
4. proprietary, or private information for which special protection from public disclosure  
5. and from use for any purpose other than prosecuting this litigation may be warranted.  
6. Accordingly, the parties hereby stipulate to and petition the Court to enter the  
7. following Stipulated Protective Order. The parties acknowledge that this Order does  
8. not confer blanket protections on all disclosures or responses to discovery and that the  
9. protection it affords from public disclosure and use extends only to the limited  
10. information or items that are entitled to confidential treatment under the applicable  
11. legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
12. that this Stipulated Protective Order does not entitle them to file confidential  
13. information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
14. followed and the standards that will be applied when a party seeks permission from  
15. the court to file material under seal.

16.2 **GOOD CAUSE STATEMENT**

17. This action involves customer and pricing lists and, according to Defendants,  
18. other valuable commercial, financial and/or proprietary information related to the sale  
19. and distribution of the product at issue, Clear Eyes® Redness Relief Brand eye drops  
20. (hereinafter “Clear Eyes®”) for which special protection from public disclosure and  
21. from use for any purpose other than prosecution of this action is warranted. Such  
22. confidential and proprietary materials and information consist of, among other things,  
23. confidential business or financial information, information regarding confidential  
24. business practices, or other confidential research, development, or commercial  
25. information, information otherwise generally unavailable to the public, or which may  
26. be privileged or otherwise protected from disclosure under state or federal statutes,  
27. court rules, case decisions, or common law. Indeed, the Court has already found good  
28. cause to remove and seal from the public record specific price-per-unit and type of

1 rebates and other consumer-oriented incentives offered by Prestige's Consumer  
2 Healthcare Inc.'s ("Prestige") wholly-owned indirect subsidiary, Medtech Products  
3 Inc. ("Medtech"), which Medtech contends is confidential and competitively sensitive.  
4 (See Orders, ECF Dkt. Nos. 21, 29 and 38.)

5 Accordingly, to expedite the flow of information, to facilitate the prompt  
6 resolution of disputes over confidentiality of discovery materials, to adequately  
7 protect information the parties are entitled to keep confidential, to ensure that the  
8 parties are permitted reasonable necessary uses of such material in preparation for and  
9 in the conduct of trial, to address their handling at the end of the litigation, and serve  
10 the ends of justice, a protective order for such information is justified in this matter.

11 It is the intent of the parties that information will not be designated as  
12 confidential for tactical reasons and that nothing be so designated without a good faith  
13 belief that it has been maintained in a confidential, non-public manner, and there is  
14 good cause why it should not be part of the public record of this case.

15 2. DEFINITIONS

16 2.1 Action: *L.A. International Corp., et al. v. Prestige Brands Holdings, Inc.*,  
17 et al.; United States District Court, Central District of California, Case No.: 2:18-cv-  
18 06809-MWF-MRW.

19 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
20 of information or items under this Order.

21 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for protection  
23 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
24 Cause Statement, including specific price-per-unit and type of rebates and other  
25 consumer-oriented incentives offered by Prestige's Consumer Healthcare Inc.'s  
26 ("Prestige") wholly-owned indirect subsidiary, Medtech Products Inc. ("Medtech"),  
27 which the Court has already found good cause to remove and seal from the public  
28 record. (See Orders, ECF Dkt. Nos. 21, 29 and 38.)

1       2.4    Counsel: Outside Counsel of Record and House Counsel (as well as their  
2 support staff).

3       2.5    Designating Party: a Party or Non-Party that designates information or  
4 items that it produces in disclosures or in responses to discovery as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY.”

7       2.6    Disclosure or Discovery Material: all items or information, regardless of  
8 the medium or manner in which it is generated, stored, or maintained (including,  
9 among other things, testimony, transcripts, and tangible things), that are produced or  
10 generated in disclosures or responses to discovery in this matter.

11       2.7    Expert: a person with specialized knowledge or experience in a matter  
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
13 expert witness or as a consultant in this Action.

14       2.8    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
15       Information or Items: extremely sensitive “CONFIDENTIAL Information or Items,”  
16 disclosure of which to another Party or Non-Party would create a substantial risk of  
17 serious harm that could not be avoided by less restrictive means.

18       2.9    House Counsel: attorneys who are employees of a party to this Action.  
19 House Counsel does not include Outside Counsel of Record or any other outside  
20 counsel.

21       2.10   Non-Party: any natural person, partnership, corporation, association, or  
22 other legal entity not named as a Party to this action.

23       2.11   Outside Counsel of Record: attorneys who are not employees of a party  
24 to this Action but are retained to represent or advise a party to this Action and have  
25 appeared in this Action on behalf of that party or are affiliated with a law firm which  
26 has appeared on behalf of that party, and includes support staff.

27       2.12   Party: any party to this Action, including all of its officers, directors,  
28 employees, consultants, retained experts, and Outside Counsel of Record (and their

1 support staffs).

2       2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
3 Discovery Material in this Action.

4       2.14 Professional Vendors: persons or entities that provide litigation support  
5 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
6 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
7 and their employees and subcontractors.

8       2.15 Protected Material: any Disclosure or Discovery Material that is  
9 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
10 EYES ONLY.”

11       2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
12 from a Producing Party.

13       3. SCOPE

14       The protections conferred by this Stipulation and Order cover not only  
15 Protected Material (as defined above), but also (1) any information copied or extracted  
16 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
17 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
18 or their Counsel that might reveal Protected Material.

19       Any use of Protected Material at trial will be governed by the orders of the trial  
20 judge. This Order does not govern the use of Protected Material at trial.

21       4. DURATION

22       Even after final disposition of this litigation, any confidentiality obligations  
23 imposed by the Court will remain in effect until a Designating Party agrees otherwise  
24 in writing or a court order otherwise directs. Final disposition will be deemed to be the  
25 later of (1) dismissal of all claims and defenses in this Action, with or without  
26 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
27 appeals, rehearings, remands, trials, or reviews of this Action, including the time  
28 limits for filing any motions or applications for extension of time pursuant to

1 applicable law.

2 5. DESIGNATING PROTECTED MATERIAL

3 5.1 Exercise of Restraint and Care in Designating Material for Protection.

4 Each Party or Non-Party that designates information or items for protection under this  
5 Order must take care to limit any such designation to specific material that qualifies  
6 under the appropriate standards. The Designating Party must designate for protection  
7 only those parts of material, documents, items, or oral or written communications that  
8 qualify so that other portions of the material, documents, items, or communications  
9 for which protection is not warranted are not swept unjustifiably within the ambit of  
10 this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations  
12 that are shown to be clearly unjustified or that have been made for an improper  
13 purpose (e.g., to unnecessarily encumber the case development process or to impose  
14 unnecessary expenses and burdens on other parties) may expose the Designating Party  
15 to sanctions.

16 If it comes to a Designating Party's attention that information or items that it  
17 designated for protection do not qualify for protection, that Designating Party must  
18 promptly notify all other Parties that it is withdrawing the inapplicable designation.

19 5.2 Manner and Timing of Designations. Except as otherwise provided in  
20 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
22 under this Order must be clearly so designated before the material is disclosed or  
23 produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents,  
26 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
27 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY  
28 CONFIDENTIAL – ATTORNEYS' EYES ONLY", to each page that contains

1 protected material. If only a portion or portions of the material on a page qualifies for  
2 protection, the Producing Party also must clearly identify the protected portion(s)  
3 (e.g., by making appropriate markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection  
5 need not designate them for protection until after the inspecting Party has indicated  
6 which documents it would like copied and produced. During the inspection and before  
7 the designation, all of the material made available for inspection will be deemed or  
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting  
9 Party has identified the documents it wants copied and produced, the Producing Party  
10 must determine which documents, or portions thereof, qualify for protection under this  
11 Order. Then, before producing the specified documents, the Producing Party must  
12 affix the appropriate legend (“CONFIDENTIAL” or or “HIGHLY CONFIDENTIAL  
13 – ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material. If  
14 only a portion or portions of the material on a page qualifies for protection, the  
15 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
16 appropriate markings in the margins) and must specify, for each portion, the level of  
17 protection being asserted.

18 (b) for testimony given in depositions that the Designating Party identify the  
19 Disclosure or Discovery Material on the record, before the close of the deposition all  
20 protected testimony and specify the level of protection being asserted.

21 (c) for information produced in some form other than documentary and for any  
22 other tangible items, that the Producing Party affix in a prominent place on the  
23 exterior of the container or containers in which the information is stored the legend  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
25 ONLY.” If only a portion or portions of the information warrants protection, the  
26 Producing Party, to the extent practicable, will identify the protected portion(s) and  
27 specify the level of protection being asserted.

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent

1 failure to designate qualified information or items does not, standing alone, waive the  
2 Designating Party's right to secure protection under this Order for such material.  
3 Upon timely correction of a designation, the Receiving Party must make reasonable  
4 efforts to assure that the material is treated in accordance with the provisions of this  
5 Order.

6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7. 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's  
9 Scheduling Order.

10. 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
11 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1  
12 et seq.

13. 6.3 The burden of persuasion in any such challenge proceeding will be on the  
14 Designating Party. Frivolous challenges, and those made for an improper purpose  
15 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
16 expose the Challenging Party to sanctions. Unless the Designating Party has waived or  
17 withdrawn the confidentiality designation, all parties will continue to afford the  
18 material in question the level of protection to which it is entitled under the Producing  
19 Party's designation until the Court rules on the challenge.

20. 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

21. 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
22 disclosed or produced by another Party or by a Non-Party in connection with this  
23 Action only for prosecuting, defending, or attempting to settle this Action. Such  
24 Protected Material may be disclosed only to the categories of persons and under the  
25 conditions described in this Order. When the Action has been terminated, a Receiving  
26 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

27. Protected Material must be stored and maintained by a Receiving Party at a  
28 location and in a secure manner that ensures that access is limited to the persons

1 authorized under this Order.

2       7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
3 otherwise ordered by the court or permitted in writing by the Designating Party, a  
4 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
5 only to:

6           (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
7 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
8 disclose the information for this Action;

9           (b) the officers, directors, and employees (including House Counsel) of the  
10 Receiving Party to whom disclosure is reasonably necessary for this Action;

11           (c) Experts (as defined in this Order) of the Receiving Party to whom  
12 disclosure is reasonably necessary for this Action and who have signed the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14           (d) the Court and its personnel;

15           (e) court reporters and their staff;

16           (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
17 to whom disclosure is reasonably necessary for this Action and who have signed the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19           (g) the author or recipient of a document containing the information or a  
20 custodian or other person who otherwise possessed or knew the information;

21           (h) during their depositions, witnesses, and attorneys for witnesses, in the  
22 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
23 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
24 not be permitted to keep any confidential information unless they sign the  
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
26 by the Designating Party or ordered by the court. Pages of transcribed deposition  
27 testimony or exhibits to depositions that reveal Protected Material may be separately  
28 bound by the court reporter and may not be disclosed to anyone except as permitted

1 under this Stipulated Protective Order; and

2 (i) any mediator or settlement officer, and their supporting personnel, mutually  
3 agreed upon by any of the parties engaged in settlement discussions.

4       7.3    Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
5 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
6 writing by the Designating Party, a Receiving Party may disclose any information or  
7 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
8 to:

9       (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
11 disclose the information for this Action;

12       (b) Experts (as defined in this Order) of the Receiving Party to whom  
13 disclosure is reasonably necessary for this Action and who have signed the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);<sup>1</sup>

15       (c) the Court and its personnel;

16       (d) court reporters and their staff;

17       (e) professional jury or trial consultants, mock jurors, and Professional Vendors  
18 to whom disclosure is reasonably necessary for this Action and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20       (f) the author or recipient of a document containing the information or a  
21 custodian or other person who otherwise possessed or knew the information;

22       (g) any mediator or settlement officer, and their supporting personnel, mutually  
23 agreed upon by any of the parties engaged in settlement discussions.<sup>2</sup>

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<sup>1</sup> “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information or items  
26 may be disclosed to an Expert without disclosure of the identity of the Expert as long  
27 as the Expert is not a current officer, director, or employee of a competitor of a Party  
28 or anticipated to become one.

2       <sup>2</sup> As for deposition witnesses, and attorneys for witnesses, in the Action (aside from  
those referenced in Section 7.3(a), (b), and (f)) to whom disclosure is reasonably  
necessary, the Parties shall meet and confer in good faith prior to the deposition

1       8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2       OTHER LITIGATION

3       If a Party is served with a subpoena or a court order issued in other litigation  
4       that compels disclosure of any information or items designated in this Action as  
5       “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6       ONLY” that Party must:

7           (a) promptly notify in writing the Designating Party. Such notification will  
8       include a copy of the subpoena or court order;

9           (b) promptly notify in writing the party who caused the subpoena or order to  
10       issue in the other litigation that some or all of the material covered by the subpoena or  
11       order is subject to this Protective Order. Such notification will include a copy of this  
12       Stipulated Protective Order; and

13           (c) cooperate with respect to all reasonable procedures sought to be pursued by  
14       the Designating Party whose Protected Material may be affected.

15       If the Designating Party timely seeks a protective order, the Party served with  
16       the subpoena or court order will not produce any information designated in this action  
17       as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
18       ONLY” before a determination by the court from which the subpoena or order issued,  
19       unless the Party has obtained the Designating Party’s permission. The Designating  
20       Party will bear the burden and expense of seeking protection in that court of its  
21       confidential material and nothing in these provisions should be construed as  
22       authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
23       directive from another court.

24       9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
25       IN THIS LITIGATION

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27       regarding the use of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” if  
28       any, during the deposition.

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party will:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party will not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court.

Absent a court order to the contrary, the Non-Party will bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed

1 Protected Material to any person or in any circumstance not authorized under this  
2 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
3 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
4 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
5 persons to whom unauthorized disclosures were made of all the terms of this Order,  
6 and (d) request such person or persons to execute the “Acknowledgment and  
7 Agreement to Be Bound” that is attached hereto as Exhibit A.

8 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
9 PROTECTED MATERIAL

10 When a Producing Party gives notice to Receiving Parties that certain  
11 inadvertently produced material is subject to a claim of privilege or other protection,  
12 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
13 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
14 may be established in an e-discovery order that provides for production without prior  
15 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
16 parties reach an agreement on the effect of disclosure of a communication or  
17 information covered by the attorney-client privilege or work product protection, the  
18 parties may incorporate their agreement in the stipulated protective order submitted to  
19 the court.

20 12. MISCELLANEOUS

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
22 person to seek its modification by the Court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
24 Protective Order no Party waives any right it otherwise would have to object to  
25 disclosing or producing any information or item on any ground not addressed in this  
26 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
27 ground to use in evidence of any of the material covered by this Protective Order.

28 12.3 Filing Protected Material. A Party that seeks to file any Protected

1 Material (including specific price-per-unit and type of rebates and other consumer-  
2 oriented incentives which the Court has already found good cause to remove and seal  
3 from the public record, per ECF Dkt. Nos. 21, 29 and 38) must seek a court order  
4 authorizing the sealing of the specific Protected Material at issue in compliance with  
5 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a  
6 court order authorizing the sealing of the specific Protected Material at issue. If a  
7 Party's request to file Protected Material under seal is denied by the court, then the  
8 Receiving Party may file the information in the public record unless otherwise  
9 instructed by the court.

10 **13. FINAL DISPOSITION**

11 After the final disposition of this Action, as defined in paragraph 4, within 60  
12 days of a written request by the Designating Party, each Receiving Party must return  
13 all Protected Material to the Producing Party or destroy such material. As used in this  
14 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
15 summaries, and any other format reproducing or capturing any of the Protected  
16 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
17 must submit a written certification to the Producing Party (and, if not the same person  
18 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
19 category, where appropriate) all the Protected Material that was returned or destroyed  
20 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
21 compilations, summaries or any other format reproducing or capturing any of the  
22 Protected Material.

23 Notwithstanding this provision, Counsel are entitled to retain an archival copy  
24 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
25 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
26 work product, and consultant and expert work product, even if such materials contain  
27 Protected Material. Any such archival copies that contain or constitute Protected  
28 Material remain subject to this Protective Order as set forth in Section 4

1 (DURATION).

2 14. Any willful violation of this Order may be punished by civil or criminal  
3 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
4 authorities, or other appropriate action at the discretion of the Court.

5  
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7  
8 DATED: July 8, 2019

**GAW POE LLP**

9  
10 By: /s/ Mark Poe  
11 Mark Poe  
12 Attorneys for Plaintiffs

13 DATED: July 8, 2019

**DUANE MORRIS LLP**

14  
15 By: /s/ Michael L. Fox  
16 Michael L. Fox  
17 Robert Kum  
18 Sean Patterson  
19 Attorneys for Defendants  
20 PRESTIGE CONSUMER HEALTHCARE  
21 INC. (fka "Prestige Brands Holdings, Inc.")  
22 and MEDTECH PRODUCTS, INC.

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
2  
3  
4 DATED: July 9, 2019

  
5 HON. MICHAEL R. WILNER  
6 United States Magistrate Judge  
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**EXHIBIT A**

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_, [full name], of \_\_\_\_\_, [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *L.A. International Corp., et al. v. Prestige Brands Holdings, Inc., et al.*; United States District Court, Central District of California, Case No.: 2:18-cv-06809-MWF-MRW. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where signed:

Printed name:

Signature: \_\_\_\_\_